

RESOLUTION NO. 2008-1810

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED THE TOWN OF SURFSIDE COMPREHENSIVE PLAN AMENDMENT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town previously requested qualifications from qualified architects which resulted in the selection of Calvin, Giordano & Associates, Inc. ("Consultant") to provide continuing professional services to the Town; and

WHEREAS, the Town wishes to engage Consultant to provide Professional Engineering Services related to the Town's Comprehensive Plan Amendment, that is within the scope of services in the Professional Services Agreement by and between the Town and Consultant entered into on 11-13-07; and

WHEREAS, the Town finds that it is in the best interest of the Town to further engage Consultant to perform the work outlined in the Work Authorization Agreement attached as Exhibit "A"; and

WHEREAS, the Consultant is willing and able to perform such professional, services for the Town within the basic terms and conditions set forth in the Agreement attached as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

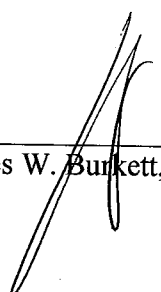
Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Agreement Approved. That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

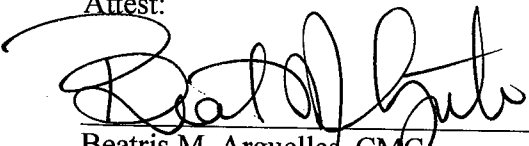
Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED on this 20th day of February, 2008.



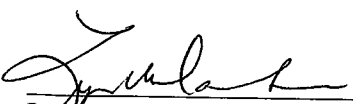
Charles W. Burkett, Mayor

Attest:



Beatris M. Arguelles, CMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

**WORK AUTHORIZATION AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
COMPREHENSIVE PLAN AMENDMENTS
BETWEEN**

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS WORK AUTHORIZATION AGREEMENT is made and entered into this 26th day of Feb., 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, (the "Parties")).

WHEREAS, pursuant to Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes ("CCNA"), the TOWN requested qualifications from qualified architects and selected the CONSULTANT to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, "(Professional Services)"; and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the TOWN and CONSULTANT entered into a professional services agreement ("Professional Services Agreement") to perform the aforementioned services; and

WHEREAS, pursuant to the Professional Services Agreement, the CONSULTANT is willing and able to perform such additional, professional services for the TOWN within the basic terms and conditions set forth in this Work Authorization Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporate by reference. The Parties acknowledge that services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The Parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA

RL-2008-1810

services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONSULTANT is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT shall perform Professional Services for the TOWN as set forth in CGA Proposal No. 08-1614 (the "Proposal") attached hereto as Exhibit "A". To the extent that the Proposal conflicts with this Agreement, this Agreement shall be controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall be paid a lump sum amount of SIXTEEN THOUSAND, SIXTY FIVE DOLLARS (\$16,065.00) in the manner described in Exhibit "A".

3.2 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement

3.3 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to this

termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONSULTANT.

4.4 **TERMINATION – Transfer of Ownership** – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The

TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT

performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONSULTANT shall not allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - \$1,000,000 per occurrence.
- Professional Liability Insurance – \$1,000,000 per occurrence, \$5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$100,000.00 per claim.
- Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates George Keller as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONSULTANT and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside

9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONSULTANT (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

33.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

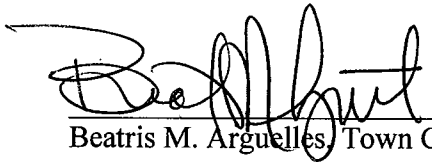
SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications ("RFQ") are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization Agreement for Professional Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 26th day of Feb, 2008; and Dennis J. Giordano authorized to execute same.

Attest:

TOWN OF SURFSIDE


Beatris M. Arguelles, Town Clerk

By: _____
Pam Brangaccio, Interim Town Manager


Date: _____

CALVIN GIORDANO & ASSOCIATES,
INC.

By: _____
Dennis J. Giordano, President

Date: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF THE TOWN
OF SURFSIDE FLORIDA


Town Attorney

Lynn M. Dannheisser



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

February 15, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Comprehensive Plan Amendment
CGA Proposal No. 08-1614

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Surfside.

I. Professional Engineering Services

A. Traffic Engineering

1. Trip Generation: A trip generation analysis will be performed for the PM peak hour of the generator.
2. Transportation Concurrency: Based on trip generation analysis. Concurrency options to be developed.

II. Professional Planning Services

- A. Prepare all the necessary documents and exhibits required to submit an application for a Land Use Plan Amendment to the Town of Surfside for a Community Facilities Land Use Category and Future Land Use Map Amendment.
- B. Attend one Planning and Zoning meeting and two Town Commission meetings.

Engineering
Construction Engineering
& Inspection
Municipal Engineering
Transportation Planning
& Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture
& Environmental Services
Construction Services
Indoor Air Quality
Data Technologies
& Development
Emergency Management
Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

- C. Hold strategy meetings with Town Staff and Town Attorney.
- D. Package amendment and send to the Department of Community Affairs for processing.
- E. Update the Comprehensive Plan after the Land Use amendment is adopted.
- F. Create a new Future Land Use Map after the amendment is adopted.
- G. Create a proposed zoning map.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the Client (i.e. GIS data sets, databases, Aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.

- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Engineering Services	
	A Professional Traffic Engineering Services	\$3,015.00
II	Professional Planning Services	\$13,050.00
III	Meetings not included in I thru II	Hourly
TOTAL Lump Sum (Plus Hourly Services)		\$16,065.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of Calvin, Giordano & Associates, Inc.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc. pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.

- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.

- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



Shelley Eichner, AICP
Vice President

Cost of these services are \$16,065.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Eichner Date: 2/15/08
Name: Shelley Eichner, AICP
Title: Vice President

By: _____ Date: _____
Name: Ms. Pam Brangaccio
Title: Town Manager